

**BP-03146**



**BIDDER CHECK LIST**

HAVE YOU SIGNED BID	_____
SIGNED AFFIDAVIT PAGE(S)	_____
INCLUDED PROPER BID BOND	_____
FILLED OUT ALL APPLICABLE FORMS	_____
RETURNED ORIGINAL & DUPLICATE	_____
COPIES OF BID DOCUMENTS	_____

**CITY OF BALTIMORE  
SPECIFICATIONS AND PROPOSAL**

**TO**

**PROVIDE K-9 VETERINARIAN SERVICES**

**for the**

**BALTIMORE CITY POLICE DEPARTMENT**

**TO - THE BUREAU OF PURCHASES**

**CONTRACT NUMBER – BP-03146**

**DATE DUE MARCH 26, 2003 11:00 A.M.**

NOTE: THERE WILL **NOT** BE A PRE-BID MEETING ON THIS SOLICITATION. ANY QUESTIONS YOU HAVE CONCERNING THESE SPECIFICATIONS AND PROPOSAL SHOULD BE DIRECTED IMMEDIATELY TO THE BUYER NAMED BELOW AT THE EARLIEST POSSIBLE TIME.

ARTHUR B. McNEAL, SR., CPPO, MCA  
CITY PURCHASING AGENT  
TELEPHONE - (410) 396-5701  
FAX - (410)-396-1822  
E-Mail [Arthur.McNeal@baltimorecity.gov](mailto:Arthur.McNeal@baltimorecity.gov)

**CONDITIONS OF FORMAL BID/CONTRACT**  
**TABLE OF CONTENTS**

General Paragraph	Title	Page
I.	GUARANTEE/DEPOSIT.....	2
II.	RESERVATIONS.....	2
III.	AFFIDAVITS AND BID/PROPOSAL DOCUMENT.....	2
IV.	INDEMNIFICATION.....	2
IV.	FAIR COMPETITION.....	2
V.	CONFLICT OF INTEREST.....	3
VI.	DEVIATIONS TO SPECIFICATIONS.....	3
VII.	CHANGES TO SPECIFICATIONS.....	3
VIII.	CONDITIONAL, QUALIFIED OR NON-RESPONSIVE PROPOSALS.....	3
IX.	WAIVER OF TECHNICALITIES IN SPECIFICATIONS.....	3
X.	OMISION OF SPECIFICATIONS.....	3
XI.	CLARIFICATION OF PROPOSALS.....	3
XII.	DELIVERY AND F. O.B. POINT.....	3
XIII.	LABOR, WAGES AND WORK SCHEDULE.....	4
XIV.	INSURANCE.....	4
XV.	TAXES.....	4
XVI.	REQUIREMENTS FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION.....	4
XVII.	METHOD OF AWARD.....	5
XVIII.	BOARD OF ESTIMATES AGENDA.....	5
XIX.	PERFORMANCE GUARANTEE.....	5
XX.	SEVERABILITY.....	6
XXI.	SUBLET OR ASSIGN.....	6
XXII.	OFFEROR'S COOPERATION.....	6
XXIII.	GENERAL RESPONSIBILITY OF OFFEROR.....	6
XXIV.	OFFEROR'S SUPERVISION.....	6
XXV.	OFFEROR NOT AN AGENT OR EMPLOYEE OF THE CITY.....	6
XXVI.	CHANGES TO CONTRACT.....	6
XXVII.	GUARANTEE/WARRANTY.....	7
XXVIII.	TERMINATION FOR DEFAULT/CONVENIENCE.....	7
XXIX.	BILLS OF LADING/DELIVERY TICKETS.....	7
XXX.	INSPECTION.....	7
XXXI.	NONDISCRIMINATION.....	7
XXXII.	INVOICES.....	7
XXXIII.	PAYMENTS.....	7
XXXIV.	ACCESS AND RETENTION OF RECORDS.....	8
XXXV.	QUALITY ASSURANCE.....	8
XXXVI.	AUTHORITY OF THE CITY PURCHASING AGENT.....	8
XXXVII.	SUBCONTRACTOR BONDING.....	8
XXXVIII.	DEBRIEFING OF UNSUCCESSFUL OFFERORS.....	8
XXXIX.	PROTESTS.....	9
XL.	NOTICE.....	9
XLI.	GENDER.....	9
XLII.	COMPLIANCE WITH LAW.....	9
XLIII.	GOVERNING LAW.....	9

**SPECIAL**  
Page 9 to 22

**SPECIFICATIONS**  
Page 23 to 23

**BID/PROPOSAL DOCUMENTS**  
Page BP-1 to BP15

**ATTACHMENTS**  
**FIRST SOURCE HIRING SOURCE**

\_\_\_\_\_  
ASSISTANT CITY SOLICITOR  
CITY OF BALTIMORE

\_\_\_\_\_  
CITY PURCHASING AGENT

**CITY OF BALTIMORE**

**GENERAL CONDITIONS OF BID, PROPOSAL AND CONTRACT:**

Please Note: Bidder, Proposer, Offeror, Contractor will be hereinafter referred to as "Offeror". Sealed bids, or proposals in duplicate, as indicated below, submitted on the attached forms and addressed to the BOARD OF ESTIMATES FOR FURNISHING AND DELIVERING:

**BP-03146 – Provide K-9 Veterinarian Services**

Will be received in the OFFICE OF THE CITY COMPTROLLER, ROOM 204, CITY HALL, 100 NORTH HOLLIDAY STREET, BALTIMORE, MARYLAND 21202, no later than 11:00 A.M. Local Time on Wednesday, **MARCH 26, 2003** and will be publicly opened at 12 NOON BY THE BOARD OF ESTIMATES ON **MARCH 26, 2003**.

Copy 1 - Original Bid: No information other than included in, referred to or attached to this document will be used in determining the award.

Copy 2 - Duplicate: For information and reference purposes only and will be available to all Offerors and the general public in the Comptroller's Office after bids have been opened.

Copy 3 - Retain this copy for your file.

**LATE BIDS/PROPOSALS WILL NOT BE ACCEPTED**

- I. **GUARANTEE/DEPOSIT (Bids/Proposals when filed, shall be IRREVOCABLE).**

## **NOT APPLICABLE**

- II. **RESERVATIONS:** The Board of Estimates reserves the right to:

- A. Increase award(s) by 25% within thirty (30) days after award;
- B. Reject any or all Bids/Proposals, and/or waive technical defects if, in its judgement, the interest of the City shall so require; and/or
- C. Retain all Bid/Proposal documents whether rejected or not.

- III. **AFFIDAVITS AND BID/PROPOSAL DOCUMENT:**

- A. All Bids/Proposals will be completed and submitted on the attached Bid/Proposal document in duplicate. Any additional information and/or deviations to the specifications will be in the form of attachments thereto.
- B. An authorized person must sign the Bid/Proposal and affidavit signature page. If a bid is submitted on behalf of any corporation, any authorized officer as agent must sign it in the name of the corporation thereof. If practicable, the seal of the corporation shall be applied.
- C. Failure to comply may be cause for rejection of Bid/Proposal.

- IV. **INDEMNIFICATION:**

The Offeror shall indemnify, save, defend and hold harmless the Mayor and City Council of Baltimore, its officers, employees and agents ("City") from any and all liability, claims, demands, suits and actions, including attorney's fees and court costs connected therewith, brought against the City, as a result of any direct or indirect, willful or negligent act or omission of the Offeror, its officials, employees, subcontractors or agents in the performance of the contract. Additionally, the Offeror shall indemnify, save, defend and hold harmless the City, its officers, employees and agents from any and all liability, claims, damages, interruptions in service, deliveries, deliverables and failures attributable to or caused by the Offeror's failure to modify, change, enhance, correct, realign or update any products, commodities or services for year 2000 compliance issues.

- V. **FAIR COMPETITION:**

- A. Competition is encouraged even though a particular manufacturer's name or brand is specified to indicate the level of quality desired. Bids/Proposals will be considered on other brands as "or equal" when the Offeror indicates clearly the product (Brand and Model Number) which is being offered. A sample or sufficient data in detail to enable a proper comparison to be made with the particular material specified shall be included. The City Purchasing Agent, considering equality of design, construction and function will make the determination of the acceptability of an equivalent product.
- B. No Offeror will be allowed to offer more than one price on each item. If said Offeror should submit more than one price on any item, all prices for that item will be rejected at the discretion of the City Purchasing Agent.
- C. To better insure fair competition and to permit a determination of the lowest responsive and responsible Offeror, proposals may be rejected if they show any irregularities, conditions, non-conformities, or bids obviously unbalanced.
- D. Samples, where required, shall be delivered to the Bureau of Purchases, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202, unless otherwise stated in the specifications. Packages shall be marked "SAMPLES FOR BUREAU OF PURCHASES", with the name of the Offeror, Contract Number and Item Number. Failure of the Offeror to furnish an itemized packing list and clearly identified samples as indicated may be considered sufficient reason for rejection of the Bid/Proposal. The City Purchasing Agent reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Offeror, if any samples are lost or destroyed. Upon notification by the City Purchasing Agent that a sample is available for pickup, it shall be removed within thirty (30) days, at the Offeror's expense or the City Purchasing Agent will dispose of same at his discretion. All deliveries under the contract shall conform in all respects with samples and/or data as submitted and accepted as a basis for the award.

- VI. **CONFLICT OF INTEREST:**

By executing this contract, the Offeror asserts that it has not engaged in any practice or entered into any past or ongoing contract that would be considered a conflict of interest with the instant contract. Offeror agrees to refrain from entering into all such practices or contracts during the term of this instant contract (and any extensions thereto), including any agreements and/or practices that could give rise to even the appearance of a conflict of interest. Furthermore, the Offeror asserts that it has fully disclosed to the City any and all practices and/or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of the instant agreement and will continue to do so during the term of this contract and any extensions thereto. Additionally, the Offeror warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Offeror, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Offeror, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

VII. DEVIATIONS TO SPECIFICATIONS:

All deviations from the specifications MUST BE NOTED IN DETAIL by the Offeror, in writing, AT THE TIME OF SUBMITTAL OF THE FORMAL BID/PROPOSAL. In the absence of a written list of specification deviations at the time of submittal of the Bid/Proposal, the Offeror shall be held strictly accountable to the City of Baltimore for the specifications as written. Any deviation from the specifications as written, not previously submitted and accepted, is ground for rejection of the material, equipment and/or services when delivered or performed.

VIII. CHANGES TO SPECIFICATIONS:

Any person contemplating submitting a Bid/Proposal for this contract requesting a change in or uncertain as to the true meaning of the specifications or other contract documents or any part thereof, MUST submit to the City Purchasing Agent a written request for said change or interpretation. Said request, with supporting documents, drawing, et cetera shall be received by the City Purchasing Agent on or before ten (10) business days prior to the day on which the Bids/Proposal are due. Any substantive change or interpretation of the contract documents or specifications, if made, will be made only by addendum duly issued. A copy of such addendum will be furnished to each known person receiving a set of such documents. The City will not be responsible for any explanations, changes, or interpretations to the proposed documents made or given prior to the award of the contract.

IX. CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:

All Bids/Proposals shall be submitted in a form and manner as indicated by the proposal document and proposal forms. Any proposal, which is not submitted in a form and manner indicated by the proposal document and proposal forms or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposals submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which had not previously been approved by written addendum issued by the City Purchasing Agent, or which does not meet legal requirements shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all the detailed specifications or other requests for information including execution of proposal forms may be declared "non-responsive" by the City and recommended for rejection. The City of Baltimore shall not be responsible for any errors or omissions of the Offeror.

X. WAIVER OF TECHNICALITIES IN SPECIFICATIONS:

Minor differences in specifications or other minor technicalities may be waived at the discretion of the Board of Estimates upon the recommendation of the City Purchasing Agent.

XI. OMISSIONS OF SPECIFICATIONS:

The omission by the City of any specifications or details of any specification which would normally apply to the product or service specified herein, shall not relieve the Offeror from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the City Purchasing Agent.

XII. CLARIFICATION OF PROPOSALS:

If during the evaluation process, the City (or Evaluation Committee – hereinafter referred to as "City") determines that it needs clarification on a portion(s) of the Proposal, the City may require the Offeror to appear before the City at a time and place to be specified by the City, and request the Offeror to clarify that portion(s) of the Proposal which is in question; however, the City is under no obligation to do so. The term "clarification" used herein shall simply mean the Offeror may "explain and/or make clear" the "meaning or understanding" of some specified portion of the Offeror's original submission upon request of the City.

XIII. DELIVERY AND F.O.B. POINT:

- A. Each Offeror shall guarantee that it will deliver materials, equipment and/or perform services in accordance with the delivery schedule as outlined in the contract.
- B. All materials, equipment and/or services shall be bid F.O.B. Destination (delivered) unless otherwise clearly specified by the City.
- C. If delivery or execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control and without fault or negligence by the Offeror, the Offeror shall notify the City Purchasing Agent, in writing, within fifteen (15) days after the cause of the delay. Such causes may be included, but are not restricted to: Acts of God, Acts of the Public Enemy, Acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, restrictions, strikes, freight embargoes, and unusually severe weather. The City Purchasing shall ascertain the facts and extent of each failure and if he determines that failure was occasioned by excusable causes, may increase delivery time by a period equal to the aggregate time lost due to such causes.

XIV. LABOR, WAGES AND WORK SCHEDULE:

- A. Services Offerors shall comply with all legally mandated wages as follows:
  - 1. For construction services contracts the provisions of Article I, Sec. 19-26 of the Baltimore City Code relative to hours of labor, overtime, wages, apprenticeship and payroll reporting. The Prevailing Wage Rate Schedules for these contracts are included in the bid documents.
  - 2. For all other services contracts, in accordance with all current minimum wage rates applicable throughout the contract period at no increase in contract price, the City's Living Wage provision may apply where applicable.

- B. All work schedules shall be coordinated with the City based on a normal workweek being Monday through Saturday.
1. No work requiring the presence of an engineer or inspector will be permitted on Sunday, except in cases of emergency, and then only to such extent as is absolutely necessary and with permission of the City Purchasing Agent.
  2. No work will be permitted on legal holidays in the City of Baltimore, except in cases of emergency, and in all such cases of emergency, the written permission of the City Purchasing Agent must first be obtained. Offeror should check with the contracting agency for dates of legal holidays.
  3. If the Offeror desires to work on any legal holiday, the Offeror will inform the City Purchasing Agent in writing at least two (2) days in advance of such holiday. Indicate the nature of the emergency, the location at which work will be conducted, and the intent to comply with the provisions of Ordinance No. 442, pertaining to premium pay for overtime, Sunday and holiday work. If any holiday falls on a Sunday, the following Monday shall be considered holiday, and it will be celebrated on Friday, if the holiday falls on Saturday.
- XV. **INSURANCE:**  
The Offeror shall procure and maintain the following specified insurance coverage during the entire life of this contract, including any extensions thereof.
- A. **COMMERCIAL GENERAL LIABILITY INSURANCE**, at limits not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries or death and property damage and with those policies with aggregate limits, a Three Million Dollar (\$3,000,000) aggregate limit is required. Such insurance shall include contractors liability insurance.
  - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**, at a limit of not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries or deaths and property damages. Such insurance shall apply to any owned, non-owned or hired vehicle used in the performance of this contract.
  - C. **WORKERS COMPENSATION INSURANCE**, as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.
  - D. The Mayor and City Council of Baltimore, its elected/appointed officials, and its employees are hereby named as additional insureds and shall be covered, by endorsement, as additional insureds as respects to liability arising out of activities performed by and/or on behalf of the Offeror in connection with this contract.
  - E. The Offeror's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
  - F. To the extent of the Offeror's negligence, the Offeror's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees or agents should not contribute with the Offeror's insurance or benefit the Offeror in any way.
  - G. Required insurance coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.
  - H. Unless otherwise approved by the City, insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surplus the equivalent of Bests' surplus size VIII and must be licensed/approved to do business in the State of Maryland.
  - I. The Offeror shall furnish the City a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force or will be provided at the time of contract execution. The City reserves the right to require complete copies of insurance policies with endorsements at any time.
  - J. Failure to obtain insurance coverage as required or failure to furnish a Certificate(s) of Insurance as required may render this Contract null and void; provided, however, that no act or omission of the City shall in any way limit, modify, or affect the obligations of the Offeror under any provision of this Contract.
- XVI. **TAXES:**  
 No State Sales or Federal Excise Taxes apply. Maryland Sales and Use Tax Exemption Certificate #30000055 9 is applicable (or applies). The City is exempt from Federal Excise Tax per Chapter 32 Int. Rev. Code, Certificate No. A-112136.
- XVII. **REQUIREMENT FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION:**

## NOT APPLICABLE

- XVIII. **METHOD OF AWARD:**
- A. Cash Discount(s) will be taken into consideration in determining an award. An offer of a Cash Discount must allow a reasonable period of no less than twenty (20) days in order to be included in the evaluation of bid pricing. A bid offering a Cash Discount in a period of less than twenty (20) days will be evaluated as a bid without a Cash Discount offer. Should this Offeror obtain an award by reason of its gross price, the City will accept the offer of any Cash Discount. Minimum terms will be Net 30.
  - B. Unless clearly shown on the Bid/Proposal that the Offeror intends that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. In the event of any discrepancy between a unit price(s), and or/total price(s), unit price(s) will govern and the results will be adjusted accordingly.
  - C. Unless otherwise specifically provided for elsewhere in the Bid/Proposal document, the City Purchasing Agent reserves the right to make award(s) to the lowest responsive and responsible Offeror.
- XIX. **BOARD OF ESTIMATES AGENDA:**

Each Offeror, if interested, shall be fully responsible for ascertaining when this proposal item will be presented to the Board of Estimates for any appropriate action. The City will not give any further notice. Information pertaining to scheduled Board action may be obtained by calling the Clerk of the Board of Estimates at 410-396-4755. The Comptroller's Office sets the agenda, not the Bureau of Purchases. The Board of Estimates meets every Wednesday at 9 a.m., except holidays. FROM TIME TO TIME, A BOARD OF ESTIMATES MEETING MAY BE CANCELED WITH VERY SHORT NOTICE. IN THAT EVENT, ANY PROPOSAL THAT IS DUE ON THE CANCELED MEETING DATE SHALL STILL BE DUE AND SUBMITTED AS ORIGINALLY SCHEDULED, EXCEPT FOR HOLIDAYS, AND ANY PROPOSAL THAT IS DUE TO BE OPENED ON THE CANCELED MEETING DATE SHALL BE HELD BY THE COMPTROLLER'S OFFICE TO BE OPENED ON THE NEXT SCHEDULED BOARD OF ESTIMATES MEETING DATE WITHOUT ANY ADDITIONAL PUBLIC NOTICE OR NOTICE TO VENDORS.

XX. PERFORMANCE GUARANTEE:

## NOT APPLICABLE

XXI. SEVERABILITY:

The provisions of this contract are severable. If any paragraph, section, subsection, sentence, clause, work, or phrase of this contract is for any reason held to be contrary to any law, rule or regulation, said paragraph, section, subsection, sentence, clause, word or phrase may be removed from the contract at the sole discretion of the City Purchasing Agent and/or the Board of Estimates. Such decision shall not affect the legality of the remaining portions of the contract unless the contract otherwise determined by and at the sole discretion of the City Purchasing Agent and/or the Board of Estimates.

XXII. SUBLET OR ASSIGN:

- A. The Offeror shall give its full personal attention constantly to the faithful execution of this contract, and shall keep the same under its control. Assigning or subletting any part after the award of this contract shall require approval in writing from the City Purchasing Agent.
- B. The Offeror shall not assign any of the monies payable under the contract, or its claims thereto, without first giving written notification to the City Purchasing Agent. Such notice shall be hand delivered with receipt obtained therefore, or mailed by Certified Mail, return receipt requested.
- C. Nothing contained in this contract document shall create any contractual relationship between any subcontractor and the City.

XXIII. OFFEROR'S COOPERATION:

The Offeror shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the City Purchasing Agent, whenever requested in connection with the performance of this contract.

XXIV. GENERAL RESPONSIBILITY OF OFFEROR:

- A. All equipment, materials and/or services furnished under this contract shall be in complete compliance with all current Federal, State, City and local municipal regulations, standards, laws, ordinances and statutes in any matter affecting performance and pricing under this contract and must meet or exceed specification requirements.
- B. The Offeror shall, prior to or at the time of executing the contract and bond herein referred to, exhibit to the City Purchasing Agent all licenses and permits required for the performance of the work referred to herein.
- C. The Offeror shall inform the City Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business and/or assignment.

XXV. OFFEROR'S SUPERVISION:

The Offeror shall be fully responsible for supervision and the actions of its employees. The City shall exercise no supervision or control over the Offeror's employees.

XXVI. OFFEROR'S NOT AN AGENT OR EMPLOYEE OF THE CITY:

No language or wording contained in this contract document shall be used to construe the Offeror as an "agent" or "employee" of the City of Baltimore, nor shall any such language or wording be used to construe the City as an "agent" or "employer" of the Offeror and/or of any of the Offeror's employees, and/or of any of the Offeror's subcontractors or their employees. The Offeror shall have the entire responsibility and liability for any and all damage or injury of any kind or nature, whatsoever, to all persons, whomsoever, whether employees of the Offeror or otherwise, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the City.

XXVII. CHANGES TO CONTRACT:

After the contract award, the City will have the unilateral right to order changes to the contract and the Offeror may request changes to the contract. In either case, the City Purchasing Agent shall have the undisputed right to decide on such charges provided a careful lump sum estimate shall have been made under generally accepted accounting principles of the cost effect of proposed additions or deductions and schedule and a written proposal submitted by the Offeror. If the Proposal is accepted, the changes must be by written order of the City Purchasing Agent. No variations from the contract price and/or schedule either by addition or deduction shall be made without this written order. Should a change become necessary and the Offeror and City Purchasing fail to agree upon a lump sum, the City Purchasing Agent shall have the right to issue an order for the work to be changed, and a correct account kept of the actual cost thereof, and an amount not exceeding fifteen (15) percent shall be added to cover the Offeror's overhead and profit, which total amount shall stand as the price to be deducted or added for changes. No such changes shall invalidate the original contract. Unless an extension of time for completion is specifically stated in such order, it shall be considered that no additional time is to be allowed.

XXVIII. GURANTEE/WARRANTY:

- A. Unless indicated otherwise by another provision of the contract, all work, supplies, materials and requirements described in the specifications, including any modifications thereto, shall be guaranteed/warranty for a period of one (1) year from the date of delivery and/or final acceptance by the City. Such guarantee/warranty shall include, but not be limited to the following:
1. Against any and all faulty or important materials, and/or equipment; or imperfect, careless or unskilled workmanship, as determined by the City Purchasing Agent; and/or
  2. Against any injury or undue deterioration resulting from proper and normal use of goods and/or services, as determined by the City Purchasing Agent.
- B. The Offeror shall remove and replace with proper materials, equipment or services and shall re-execute, correct or repair without cost to the City, any materials, equipment or services found to be improper, imperfect, defective or unable to perform as specified, and shall repair all damages caused by any such removal, replacement or repair.
- C. Any warranties, whether expressed or implied shall not reduce the Offerors, Sellers/Manufacturer's obligation to the City against any latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications, including improved modifications.
- XXIX. TERMINATION FOR DEFAULT/CONVENIENCE:**
- A. Upon recommendation of the City Purchasing Agent, the Board of Estimates reserves the right to terminate any contract, if in its opinion there shall be a failure at any time, to promptly and faithfully perform any of its terms or in case of any willful attempt to impose upon the City materials, services, products and/or workmanship inferior to that required by the contract. Any action taken by the Board of Estimates shall not affect or impair any rights or claims of the City to damages for the breach of any requirements or terms of the contract by the Offeror.
- B. Any cost and/or expense incurred under the section above shall be deducted from and paid by the City out of such monies as may be due or become due to the Offeror. In case said expenses shall exceed the amount which would have been payable under the contract, if the same had been completed by the Offeror, it or its surety shall pay the amount of any excess to the City. In the event that a bidder exempted from posting a bid or performance guarantee fails to execute and perform any contract awarded, it shall forfeit the right to bid on any future City contract(s) for a period of time determined by the Board of Estimates and shall be liable for any costs incurred by the City as a result of its default.
- C. The City in accordance with this clause in whole may terminate the performance of work under this contract, or in part, whenever the City Purchasing Agent shall determine that such termination is in the best interest of the City. Mailing to the Offeror a Notice of Termination specifying the extent to and conditions under which performance of work under the contract is terminated and the date upon which such termination becomes effective shall effect any such termination. Upon termination of this contract in accordance with this section, the Offeror is entitled to an equitable adjustment hereunder. Said equitable adjustment may include any costs reasonably incurred by the Offeror as a direct result of early termination, but shall not include, under any circumstance, anticipated but unearned profits.
- XXX. BILLS OF LADING/DELIVERY TICKETS:**
- A. All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered.
- B. The Purchase Order Number, Description/Name of Article, Item Number, Quantity and Name of Offeror.
- C. All Bills of Lading will clearly indicate the Name of the Offeror.
- D. Failure to comply with the above shall be sufficient reason for rejection of the shipment.
- XXXI. INSPECTION;**
- All materials, supplies and/or services delivered or performed for the City shall be subject to final inspection by the City and/or other independent testing laboratories as may be designated by the City Purchasing Agent. If the result of such tests indicates that any part of the materials and supplies are deficient in any respect, the City Purchasing Agent may reject all or any part of the materials and supplies to be provided under this contract. The City Purchasing Agent may waive minor variances in materials, supplies and/or services upon approval.
- XXXII. NONDISCRIMINATION:**
- A. The Offeror shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, marital status, or mental or physical handicap in connection with the performance of the contract.
- B. The Offeror shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. In addition, the Offeror shall complete, when required, Immigration and Naturalization Form 1-9 for each employee hired. For assistance in compliance, contract:
- United States Department of Labor  
Office of Federal Contract Compliance Programs  
103 South Gay Street, Room 202, Baltimore, Maryland 21202  
(410) 962-3572 (410) 962-0159 FAX
- XXXIII. INVOICES**
- All invoices are to be submitted in triplicate and mailed in accordance with instructions as shown on the Purchase Order. Invoices shall contain the Purchase Order Number, Item Numbers, and Description of Item, Quantity, Price/Extensions and Total.
- XXXIV. PAYMENTS:**
- A. Materials and/or Equipment: Partial or full payment will be made upon receipt and final acceptance of materials and/or equipment invoiced as shown on and in accordance with the Purchase Order.
- B. Construction Services: On the first of each month, the Offeror shall submit to the City Purchasing Agent and application for payment in the form of an itemized statement of the cost of all work and material installed and erected, or performed during the month. Said statements of monthly progress of the work will include the cost of all materials and equipment necessary in the performance of the contract but not yet incorporated in the work, provided that said materials and/or

equipment have been delivered to the site of the work or delivered to a bonded warehouse designated and approved by the City Purchasing Agent and all provisions of this contract have been complied with.

1. After the City Purchasing Agent approves the statement and such releases as may be required, the City Purchasing Agent shall deduct five percent (5%) retainage therefrom and cause to be issued a warrant for payment, which shall be made ten (10) days following his approval. The City shall hold the five percent (5%) retainage until final payment is made.
2. At the time of completion and before final vouchers for settlement are approved, the City Purchasing Agent may require the Offeror to deliver certifications of payments in full for all materials and work finished and/or installed under this contract, said certifications to be in a form satisfactory to the City Purchasing Agent. Verifications of payment to any and all subcontractors and/or material will also be required.
3. No warrant issued or payment made to the Offeror, nor partial or entire use or occupancy of the work by the City, or any of its tenants, shall be construed as acceptance of any work or materials not in accordance with the contract plans and specifications or a waiver of any contract terms.
4. Provided that the City Purchasing Agent shall have approved the Offeror's invoices, the Department of Finance will make payment thirty (30) days after receipts by the City of the signed payment request of the Offeror. Should the thirtieth (30) day fall on a non working day, then payment shall be made the first working day thereafter. Certification as applicable must be provided by the Offeror.
5. Final payment will be made after the completion and final acceptance of each order under the contract.

- C. No partial payments will be made where the time required to completion of the order/contract is less than forty-five (45) days. In these cases, only the final payment will be invoiced.

**XXXV. ACCESS AND RETENTION OF RECORDS:**

At any time during business hours, and as often as the City may deem necessary, there shall be made available to the City for examination, the Offeror's records with respect to the Offeror's services under this bid and any ensuing contract. The Offeror shall permit the City to audit, examine, and make copies, excerpts or transcripts from such records, and make audits of data relating to matters covered by this bid and any ensuing contract. The Offeror shall maintain and retain all records and other documents related to this contract for a period of three (3) years from the date of the final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the City.

**XXXVI. QUALITY ASSURANCE:**

The supplies, materials, work and services shall be of the best quality of the kinds herein specified. Should any supplies, materials, work and services other than those specified be substituted, the City Purchasing Agent and/or his authorized representative shall have full power to reject them, and the substituted supplies, materials, work and services shall be removed from the premises by the Offeror within twenty-four (24) hours after notification. Should the Offeror continue utilizing defective and inferior workmanship or utilizing rejected materials which may cause rejection and remove of same, the City Purchasing Agent shall have full power and authority to employ a superintendent or inspector at the Offeror's sole expense to ensure compliance. Said superintendent or inspector shall be paid from time to time out of any money due or becoming due to the Offeror. The City Purchasing Agent shall have the power to continue the employment of said superintendent or inspector until Final Completion and Acceptance of all work under the contract or to take any other legal remedies under the contract.

**XXXVII. AUTHORITY OF THE CITY PURCHASING AGENT:**

- A. The parties to this contract agree that the City Purchasing Agent is hereby vested with the power and authority to determine the amount and quantity, quality and acceptability of the work, materials, supplies and services provided under this contract. The City Purchasing Agent shall decide any and all questions that may arise regarding the Offeror's obligations and the fulfillment of the contract terms.
- B. The City Purchasing Agent shall act as the Referee if any dispute arises between the Offeror and the City regarding this contract. The determination of the City Purchasing Agent may be appealed on the record to a court of competent jurisdiction in Baltimore City. Final payment by the City will not be made unless and until all issues in dispute(s) have been fully and finally settled and/or adjudicated.

**XXXVIII. SUBCONTRACTOR BONDING:**

- A. No prime Offeror shall require a Performance Bond from any subcontractor unless prior approval authorizing the prime Offeror to require such a bond has been granted in writing by the City Purchasing Agent, and in connection with contracts subject to MBE and WBE requirements, concurred in by the Chief of the Minority and Business Opportunity Office (MWBOO).
- B. All requests by a prime Offeror for prior approval to allow the prime Offeror to require a Performance Bond from a subcontractor shall be made in writing to the Contracting Officer. In such a request, the prime Offeror shall particularize the reasons supporting the request and shall explain why there are not options other than requiring the Performance Bond to protect its interests.
- C. The City Purchasing Agent, and if concurrence is required, the Chief of the Minority and Women's Business Opportunity Office (MWBOO) have the sole discretion to determine whether a request by a prime Offeror for prior approval to authorize the prime Offeror to require a Performance Bond from a subcontractor will be granted and concurred in, and their decisions shall be final.

**XXXIX. DEBRIEFING OF UNSUCCESSFUL OFFEROR:**

- A. When a contract is to be awarded on some basis other than price alone, unsuccessful Offerors shall be debriefed upon written request submitted to the City Purchasing Agent within a reasonable time. Debriefings shall be provided at the earliest feasible time after contract award and shall be conducted by a procurement official familiar with the rationale for the selection decision and contract award.
- B. Debriefing
  1. Debriefing shall:
    - a. Be limited to discussion of the unsuccessful Offeror's proposal and may not include specific discussion of a competing Offeror's proposal;



- b. Be factual and consistent with the evaluation or the unsuccessful Offeror's proposal; and/or
  - c. Provide information on areas in which the unsuccessful Offeror's technical proposal was deemed weak or deficient.
- 2. Debriefing will not include discussion or dissemination of the notes, or rankings of individual members of an evaluation committee, but may include a summary of the procurement officer's rationale for the selection decision and recommended contract award.
- C. A summary of the debriefing shall be made a part of the contract file.
- XL. PROTESTS:  
The City's Board of Estimates approves all contracts over \$5,000 in value and is the final contracting authority for the City of Baltimore. Any interested party may protest the City Purchasing Agent's recommendation of award to the Board of Estimates. All protests must be in writing and filed with the Office of the Comptroller, Room 204 City Hall, 100 North Holliday Street, Baltimore, Maryland 21202, no later than 10 a.m. on the Monday preceding the Wednesday meeting of the Board of Estimates. A copy of the protest letter must be forwarded to the City Purchasing Agent, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202. Parties protesting shall contact the Comptroller's Office to determine the date when the contract will be placed on the Agenda of the Board of Estimates.  
The written protest should include the following information:
  - 1. Name, address and telephone number of the business entity protesting;
  - 2. Identification of the contract number, the City agency for whom the contract is being solicited and the name of the Bureau of Purchases' Buyer;
  - 3. A detailed statement of the factual grounds of the protest; and/or
  - 4. The form of relief requested.
- XLI. NOTICE:
  - A. Except as specified otherwise by another provision of the bid documents or any ensuing contract, any notice to the Offeror required or permitted hereunder shall be in writing and shall be deemed to have been given upon being properly stamped, addressed and posted via first class mail to the Offeror at the address designated in the bid or contract documents.
  - B. In case of emergency, which shall be determined at the sole discretion of the City, notice may be transmitted by hand delivery with receipt obtained therefore, or by telephone or facsimile followed by written confirmation by first class mail.
- XLII. GENDER:  
Word of gender used in these bid documents and any ensuing contract may be construed to include any gender, and words in the singular may include plural, and words, in the plural, singular.
- XLIII. COMPLIANCE WITH LAW:  
The Offeror shall comply with all federal, state, local laws, ordinances, rules and regulations applicable to the services to be provided or performed under the contract.
- XLIV. GOVERNING LAW:  
The contract and all documents related thereto shall be governed by and construed under the laws of the State of Maryland.

## SPECIAL CONDITIONS

**THE FOLLOWING "SPECIAL CONDITIONS" REPRESENT ADDITIONS, DELETIONS, AND/OR MODIFICATIONS TO THE "GENERAL CONDITIONS" (PAGES 1 – 8). ANY "GENERAL CONDITION" NOT MODIFIED BELOW REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.**

- 1.0 - SECTION: SUBMITTAL INSTRUCTIONS (top of page 2):
  - 1.1. Add the following to "Copy 1":
    - 1.1.1 This is a ONE STEP Bid/Proposal process which may include some limited negotiation. You will find one bid/proposal envelope in your package of materials.

- 1.1.2 "Prepare and submit in the Bid/Proposal envelope ONE (1) complete printed "**ORIGINAL**" BID/PROPOSAL using 8½" x 11" white bond paper (unless specific forms are provided). Use the "Original" bid/proposal documents included in your SOLICITATION package beginning on page 24 and all pages and forms that follow. Be sure the "Original" is clearly marked as the "Original". Be sure the "original" is signed with original signatures in blue ink.
- 1.1.3 The "Original", and the required "Duplicate Copies" as stipulated in Section 1.2, must be submitted as stapled or otherwise similarly bound documents.
- 1.1.4 If your bid/proposal document (original and duplicates) will not fit in the Bid/Proposal envelope, then you should use the envelope as a label for a box or larger package."
- 1.1.5 BE SURE TO INCLUDE ALL DOCUMENTS BEGINNING ON PAGE B-1 AND ALL DOCUMENTS THAT FOLLOW.
- 1.1.6 DO NOT ALTER ANY BID DOCUMENT OR INSTRUCTION!
- 1.1.7 Incomplete Bids/Proposals may be rejected.
- 1.2.0 Add the following to "Copy 2":
- 1.2.1 "Prepare and also submit in the Bid/Proposal envelope **TWO (2)** exact and complete "DUPLICATE COPIES" of your bid/proposal document response in addition to the aforementioned required printed "Original". Use the enclosed set of "Duplicate Copy" bid/proposal forms for this purpose.
- 1.2.2 Each "Duplicate" must be submitted as stapled or otherwise similarly bound documents. Be sure all "duplicate copies" are clearly marked as "Duplicate" (it is recommended that you use at least the front "Duplicate" Cover Page.
- 1.2.3 You may then photo-copy the remaining "original" documents onto 8½" x 11" white bond paper for inclusion in the "duplicate proposal copies". "Duplicates" must be submitted, together, with the "Original" proposal document.
- 1.2.4 If the original and all duplicate copies of your bid/proposal document will not fit in the designated envelope, then use the envelope as a label for a box or larger package.
- 1.2.5 The City will NOT photo-copy your bid/proposal documents for the purpose of helping you comply with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete

duplicate copies may result in rejection of your Bid/Proposal at the City's sole discretion.

1.2.6 BE SURE TO INCLUDE ALL DOCUMENTS BEGINNING ON PAGE 24 AND ALL DOCUMENTS THAT FOLLOW.

1.2.7 DO NOT ALTER ANY BID DOCUMENT OR INSTRUCTION!

1.2.8 Incomplete bids/proposals may be rejected.

2.0 Add the following additional "Submittal Instructions":

2.1.0 Preparation and submission of a bid/proposal in response to this Solicitation plus any subsequent addenda signifies the Offeror's knowledge, understanding and acceptance of, and willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any addenda duly issued.

2.2.0 Fancy covers and binders are not necessary, however, the above submittal instructions must be followed.

2.3.0 The "original" bid/proposal shall be typed or printed in ink using the "original" set of documents included in your Solicitation package.

2.4. Duplicate" copies must be photo-copied by the Offeror.

2.5.0 The "original" bid/proposal documents should be signed in blue ink.

2.6. All "Original" and "Duplicate" Bid/Proposal responses and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English.

2.7.0 All prices and/or other monetary figures shall be in United States dollars.

2.8.0 Be sure to fully complete and submit all of the bid/proposal documents beginning on page 24 and all documents that follow thereafter.

2.9.0 DO NOT INSERT OR INCLUDE ANY EXCEPTION, MODIFICATION, ALTERATION OR DEVIATION TO THIS SOLICITATION THAT IS NOT APPROVED IN WRITING IN ADVANCE BY THE City Purchasing Agent prior to the Bid/Proposal due date! This may result in rejection of your bid/proposal at the sole discretion of the City.

2.10.0 Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of your bid/proposal at the sole discretion of the City of Baltimore.

2.11.0 Notify the Buyer immediately if Solicitation document pages are or appear to be missing, or if any part of your

solicitation package does not appear correct. The City is not responsible for lost material or late delivery by the Offeror or any postal or other delivery services.

**2.12.0 PUBLIC ACCESS TO BIDS/PROPOSALS:**

**2.13.0** By signing and submitting a bid/proposal in response to this solicitation, the offeror acknowledges that all documents, information and data submitted in its bid/proposal shall be treated as public information, unless otherwise identified as instructed below. The City of Baltimore shall, therefore, have the undisputed right to release any/all of the offeror's documents, information and data to any party requesting same without further permission from the offeror.

**2.14.0** The City of Baltimore and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.

**2.15.0 IDENTIFYING PROPRIETARY/CONFIDENTIAL INFORMATION:**

**2.16.0** If your proposal contains proprietary or confidential information and you do not wish to have it disclosed, you **MUST** clearly state in large red letters, including on:

**2.16.1** the outside of your proposal box, package or envelope;

**2.16.2** the outside front cover of your proposal document including all copies; and

**2.16.3** on each applicable page of your original and each duplicate copy of your proposal, indicating that your proposal contains proprietary and/or confidential information.

**2.16.4** Be sure to clearly flag and identify the specific proprietary/confidential information contained on each page.

**2.16.5** DO NOT claim your entire document as generally being proprietary or confidential. The City still shall not be responsible for inadvertent disclosure.

**2.16.6** In addition to the "Original" and "Duplicate" proposals as required elsewhere herein, the bidder/proposer must also submit a "Public Access" copy of its bid/proposal if the bid/proposal contains proprietary/confidential information. The "Public Access" copy will have all proprietary and confidential information, IF ANY, removed, blacked out and/or otherwise sanitized and must be clearly marked on the outside front cover as being the "Public Access Copy". This copy will be used by the City to respond to requests for copies of bids/proposals submitted without further communication with the bidder/proposer.

- 2.17.0 Be sure to provide all requested information in response to each specific question and/or any other request for information in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank. Be comprehensive.
- 2.18.0 DO NOT ASSUME THAT THE EVALUATOR(S):
- 2.19.0 HAS SPECIAL KNOWLEDGE ABOUT YOUR FIRM, OR HAS GENERAL KNOWLEDGE ABOUT YOUR PRODUCT/SERVICE, AND SO, SHOULD BE ABLE TO FILL IN THE BLANKS; OR
- 2.20.0 UNDERSTAND'S WHAT YOU MEANT TO SAY; OR
- 2.21.00 KNOWS THAT A PART OF YOUR RESPONSE GIVEN IN ONE AREA SHOULD ALSO HAVE BEEN INCLUDED IN ANOTHER AREA OF YOUR RESPONSE.
- 2.22.0 Evaluators cannot and will not attempt to seek out and/or import required information that may be included in other areas of your proposal, and will not attempt to rearrange, interpret, make assumptions about, or otherwise second guess what you might have meant to say or do in your responses given in your bid/proposal.
- 2.23.0 If your complete response to any specific question or other specific request for information is not found where it would normally be expected to be found per the Solicitation's format instructions, it will be considered as missing and, therefore, non-responsive.
- 2.24. Failure to provide complete and concise responses to all questions and other requests for information according to the format as stipulated and required herein shall risk making your proposal non-responsive and may result in rejection at the City's sole discretion.
- 2.25.0 Failure to adhere to the above or any other instructions included herein may result in rejection of your bid/proposal at the City's sole discretion and usually is not correctable through clarification.
- 2.26. Any and all costs to the City shall be included in and made a part of the unit bid/proposal prices submitted by the Offeror at the time of bid/proposal submission, without exception, unless otherwise specified in this document.
- 2.27.0 All unit prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation.
- 2.28.0 All data provided by the City of Baltimore (City) shall remain the property of the City, and all data provided by the Proposer/Contractor either at the time of bid/proposal submission and/or during the performance of this contract

shall become the property of the City, as regards this solicitation and any resulting contract.

- 2.29.0 The Buyer and City Agency Supervisor, or designee, are the sole points of contact for this Solicitation/Contract, unless otherwise directed.
- 2.30.0 All bid/proposal submissions shall remain good for a period of not less than 90 days following bid/proposal opening.
- 2.31.0 In the event of a dispute between the "Original" Bid/Proposal document and any "Duplicate/Copy" document, or any electronic media, the printed "Original" shall prevail.
- 2.32.? Contact the Buyer immediately if you have any questions about these proposal preparation, packaging and submission instructions. See the Solicitation blue cover for Buyer's telephone number, fax number and e-mail address.
- 2.33.? DO NOT ALTER ANY BID DOCUMENT OR INSTRUCTION!
- 2.34. Incomplete proposals may be rejected.

3.0 SECTION: XIV - INSURANCE (page 5):

- 3.1. Add the following:
  - 3.1.1 "Change the original insurance coverage's as stipulated to now read as follows:
    - 3.1.1.1 Commercial General Liability - \$1,000,000 per occurrence, \$3,000,000 aggregate.
    - 3.1.1.2 Professional Liability for Veterinary Service, including Medical Malpractice - \$5,000,000 per Occurrence and \$5,000,000 Aggregate.
    - 3.1.1.3 Care, Custody and Control Insurance as respects Dogs owned by the Baltimore City Police Department with limits no less than \$50,000 per Animal.
    - 3.1.1.4 Commercial Automobile Liability - \$1,000,000.
    - 3.1.1.5 Worker's Compensation - Minimum Maryland State Statutory requirements.
    - 3.1.1.6 The Mayor & City Council of Baltimore named as Additional Insureds.

4.0 SECTION XVIII - METHOD OF EVALUATION & AWARD (page 5):

- 4.1.1 Award, if made, will be made to the Low Responsive and Responsible bidder/proposer.

- 4.1.2 The City reserves the right to make multiple awards to ensure availability of products and/or services. In the event of multiple award, the City reserves the right to assign work to the nearest location or regular attending veterinarian at the discretion of each specific canines owner, unless otherwise specified herein.

5.0 **ADDITIONAL AWARD CONSIDERATIONS:**

- 5.1.1 The City may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work required by this contract, and the Offeror shall furnish to the City all such information requested for this purpose.
- 5.1.2 However, failure by the City to discover or even attempt to discover any inability of the Offeror/contractor shall in no way excuse poor/non-performance by the contractor, nor shall it diminish the City's right to find the contractor in breach of the contract due to poor/non-performance as specified elsewhere herein under the "TERMINATION" clause.
- 5.1.3 The City reserves the right at its sole discretion to contact all references offered by the Offeror with no further permission from the Offeror.
- 5.1.4 The City of Baltimore reserves the right to reject the offer of any Offeror that the City determines is not qualified or desirable due to information discovered as a result of proposing and evaluation or by some other credible source or method, other than through evaluation of criteria set forth herein, or if the City determines that a conflict of interest exists.
- 5.1.5 The City of Baltimore reserves the right to reject any offer, if the Offeror has an outstanding debt to the City of Baltimore.
- 5.1.6 The City reserves the right to reject all bids/proposals and to cancel this Solicitation requirement, or to revise the detailed specifications and issue a new solicitation if the City determines at its sole discretion that for any reason, rejection, cancellation, or re-solicitation is in the City's best interest.

- 6.0 Promptly after award by the Board of Estimates, the successful Offeror will receive an "Award Notification" letter from the City Purchasing Agent enclosing documents which MUST be executed and returned to the City Purchasing Agent within thirty (30) working days after award. When these documents are received by the City Purchasing Agent, a purchase order will be issued, which will permit payment for services rendered.

6.1.0 The City may, at its discretion, require a recommended awardee to obtain and submit Insurance or other required documents prior to award.

7.0 COMPENSATION TO CONTRACTOR:

7.1.0 The Contractor will submit monthly invoices to the City as directed by the Baltimore City Police Department, and the City will make monthly payments.

7.2.0 Each invoice must identify the dog treated and specify veterinary products and/or services provided.

**THE FOLLOWING "SPECIAL CONDITIONS" REPRESENT ADDITIONAL CONTRACT PROVISIONS:**

8.0 TERM OF CONTRACT:

8.1.0 This Contract shall begin within 60 calendar days following award by the Board of Estimates on a date to be determined by the City Purchasing Agent, and shall remain in force for a period of **THREE (3) YEARS** under the same terms, conditions, and **unit prices**, and at the sole discretion of the



and unit prices, and at the sole discretion of the City of Baltimore.

- 8.2.0 This contract may be extended for TWO (2) additional one-year periods under the same terms, conditions, and unit prices, and at the sole discretion of the City of Baltimore.
- 8.3.0 The City is under no obligation to extend any contract resulting from this solicitation.
- 8.4.0 The contract shall be subject to the TERMINATION clause on page 6 at the City's sole discretion anytime during the initial contract period and any extension thereof.
- 8.5.0 In the event the City does not exercise its option to extend the contract by the last day of the previously approved contract term, the contract will be considered as having terminated effective on the last day of the previously approved contract term.
- 8.6.0 The contractor shall only be compensated for work actually ordered, performed and verified by the City.

## 9.0

### ORDER OF PRECEDENCE:

- 9.1.0 This "ORDER OF PRECEDENCE" term shall supercede and - take precedence over any and all other terms stipulated in this Request for Bids/Proposals document and any and all subsequent related documents and shall be used to resolve any disputes, contradictions, conflicts or confusion pertaining to wording contained in this and all related documents as stipulated herein.
- 9.2.0 In the event of any conflict between similar terms in any of the various "contract components" such as the Special Conditions, Specifications, General Conditions of Formal Bid/proposal/Contract, Bid/proposal Forms, or other bid/proposal related documents, the following order of precedence shall apply.
1. Most recent addenda, if any.
  2. Special Conditions/Provisions.
  3. Detailed Specifications.
  4. General Conditions of Formal Bid/proposal & Contract.
  5. Bid/Proposal Forms.
  6. All other bid/proposal related documents issued by the City.
  7. Offeror's bid/proposal response package and any follow-up documents.
- 9.3.0 In the event of any conflict between similar terms, conditions, and/or language/wording within any one of the above seven (7) stated "contract components", the term, condition, and/or language/wording that is in the best interest of, and the most advantageous to, the City shall prevail, as determined at any time including after award by and at the sole discretion of the City Purchasing Agent.

9.4.0 Disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language/wording within this Request for Bids/Proposals document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Baltimore, provided any such interpretation shall be reasonable.

9.5.0 In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and/or language/wording may be disregarded, even though an addendum is not issued. However, if the City Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

9.6.0 In the event of a discrepancy or dispute between the Bidder's/Proposer's "Original" Bid/Proposal submission document and any of its "Duplicate" copies, the printed "Original" shall prevail.

## 10.0 DEFINITIONS:

10.1.0 The following definitions apply to this Request for Bids/Proposals:

10.1.1 "CITY" - may also be referred to as "City of Baltimore", "Mayor and City Council of Baltimore", "Department", "Agency", "Bureau of Purchases", and "Board of Estimates".

10.1.2 "OFFEROR" - is the legal entity preparing and submitting a bid/proposal in response to this Solicitation and may also be referred to as "provider", "bidder", "proposer", "vendor", "firm", "company", "operator", "manager", "corporation", etc. May also be referred to as "contractor" upon award of this contract.

10.1.3 "CONTRACT" - Includes the written legally binding promise (document) entered into by and between the "City" and the "Bidder/Proposer" as a result of a bid/proposal submitted in response to this Solicitation and awarded by the "City". The "Contract" includes this instant Solicitation document and all addenda issued thereto, the bid/proposal submitted by the Offeror, and all approved amendments thereto, and accepted by the City, all closing documents executed as a result of award resulting from this Solicitation, and any/all other documents fully executed by both parties that are directly related to the contract.

10.1.4 "SOLICITATION" - is this instant Solicitation document and any subsequent addenda, thereto, as issued by the "City". May also be referred to as "bid", "RFB" or "RFP".

10.1.5 "CONTRACT FIELD SUPERVISOR", shall mean the City's Agency project representative as designated by name and/or title who is duly authorized to act on the city Agency's behalf and who will be responsible for coordinating day-to-day work under this contract with the Contractor. This does not include contract interpretation or amendments to the contract which are reserved to the City Purchasing Agent and/or Board of Estimates.

11.0 QUESTIONS FROM PROPOSERS:

11.1.0 Any bidder/proposer having questions or uncertainties about any part of this SOLICITATION is advised to immediately contact the Buyer. The Buyer's telephone number, fax number, and e-mail address are on the front blue cover of this solicitation. Questions received late may not be answered at the City's discretion.

11.2.0 Please note that there will not be a pre-proposal conference for this SOLICITATION.

12.0 LIMITATIONS:

12.1.0 This solicitation does not commit the City of Baltimore or any City of Baltimore agency to award a contract or reimburse an Offeror for any cost incurred in the preparation of the bid/proposal response, or for the cost of samples which were submitted as a bid/proposal requirement, or to procure a service contract in connection therewith. All such preparation cost shall be incurred and paid solely by the Offeror as a "cost of doing business".

12.2.0 The City of Baltimore reserves the right to accept or reject any or all bids/proposals received as a result of this solicitation, or to alter any portion of this solicitation document by way of written addenda, or to cancel this solicitation and re-bid at the City's sole discretion, at no cost to the City.

13.0 DAILY CONTRACT "FIELD SUPERVISION" BY THE CITY OF BALTIMORE AGENCY:

13.1.? The City Agency for which the work is being contracted and performed, is responsible for overseeing and monitoring the contractor's performance under this contract and for reporting poor or non-performance to the City Purchasing Agent in writing immediately. The Agency will appoint a

representative as the designated "Contract Field Supervisor" for the purpose of monitoring the Contractor's performance. The Agency's appointed representative, who will be responsible for the day to day administration and field supervision of this contract will be Lt. Thomas Cassella, or designee, (phone) (410) 396-2475, as the Agency's designated "Contract Field Supervisor".

- 13.2.? This designated "Contract Field Supervisor" shall be responsible for at least the following:
- 13.2.1 Supervising the contractor on a day-to-day basis to monitor and document contractor performance pursuant to the requirements of the contract;
  - 13.2.2 Documenting all problems with performance at the time said problem occurs with a copy to Purchasing, and maintaining a history of said documentation in the event of default or proposal rejection in the future;
  - 13.2.3 Documenting in writing and reporting non-compliance to the City Purchasing Agent immediately;
  - 13.2.4 Ordering, inspecting, and accepting any/all services, work and/or material specified and contracted for as part of this contract, and for ensuring said service/work/material complies with the Contract;
  - 13.2.5 Receiving, accepting, and approving all invoices for ordered, inspected, and accepted contracted services, work and/or material as part of this contract;
  - 13.2.6 Approving all payments for ordered, inspected, and accepted contracted services, work and/or material as part of this contract for which an accepted and approved invoice(s) was received;
  - 13.2.7 Processing all invoices in a timely manner to ensure prompt payment for services rendered;
  - 13.2.8 Promptly notifying the vendor whenever there is a problem with an invoice in an effort to rectify any invoice issues to further ensure prompt payment;
  - 13.2.9 Ensuring that the contractor fully complies with all terms, conditions and specifications of the contract; and for
  - 13.2.10 Monitoring and reporting any contract non-compliance or similar Contract performance issues to the Baltimore City Purchasing Agent in writing at once.
- 13.3.0 The Bureau of Purchases shall not be responsible for monitoring the Contractor on a day-to-day basis, however, it will intercede on behalf of the Agency whenever the Agency reports a performance or similar contract non-compliance problem to the Bureau and requests its assistance.

- 13.4.0 If the Agency is not clear what its responsibilities are with regard to monitoring contract performance and for reporting of non-compliance, it should contact the Buyer in writing at once.
- 13.5.0 All work shall be ordered, coordinated, inspected, and accepted by the agency "Contract Field Supervisor" as a condition of **payment** authorization.
- 13.6.0 If the Contractor fails to document a known Contract problem in writing and to notify the City Purchasing Agent in writing in a timely manner, its rights to legal remedy at time of default or future proposal award or rejection may be affected.

14.0 QUANTITIES:

- 14.1.0 Unless stated otherwise in this Specifications and Bid/proposal, the City of Baltimore is obligated during the period stipulated to purchase all of its normal requirements of the supplies and/or services specified from the Contractor(s), and the Contractor(s) is obligated to supply/perform the quantities which the City of Baltimore requires for the proper and successful completion of this contract. THE CITY RESERVES THE RIGHT TO SOLICIT NEW BIDS/PROPOSALS FOR ANY LARGE REQUIREMENT AT ITS SOLE DISCRETION. *THE DOLLAR VALUE AND/OR QUANTITIES STATED HEREIN ARE GIVEN AS A GENERAL GUIDE FOR PROPOSING AND ARE NOT GUARANTEED AMOUNTS, BUT THEY REPRESENT THE BEST ESTIMATE OF THE CITY. Actual requirements ordered may be more or less than those estimated herein.*
- 14.2.0 There shall be no **unit price** changes as a result of increase or decrease in the requirements. If, however, at the end of the period that the contract is legally in force, the City has not placed an order(s) under this contract, said contract may be declared null and void, in which case it will be considered as having terminated. The City will then solicit bids/proposals for a new contract at its sole discretion, provided the contract is not extended as provided for in the "TERM OF CONTRACT" of the Special Conditions. The City will only make payment for products/services actually ordered, delivered, and accepted by the Agency.

15.0 CHANGE OF ADDRESS NOTIFICATION:

- 15.1.0 If an Offeror/contractor moves, it shall be the Offeror's/contractor's sole responsibility to notify the appropriate City agencies with the new mailing information.

16.0 AMENDING SOLICITATION TERMS, CONDITIONS OR FORMS:

- 16.1.0 Bidders/Proposers are hereby instructed NOT to amend or alter in any way, any of the terms, conditions or forms found in this solicitation document.
- 16.2.0 Sections "VII-Deviations to Specifications" and "VIII-Changes to Specifications", included on page 2 of this solicitation, collectively stipulate that any Offeror taking exception to or contemplating amending or altering any term, condition or form contained in this solicitation document, must first submit a written request to the City Purchasing Agent describing the recommended deviation, and obtain written approval from the City Purchasing Agent to use the Offeror's recommended deviation to amend or alter the referenced term, condition or form.
- 16.3.0 Any Bid/Proposal containing deviations that amend or alter any term, condition or form found in this solicitation document, for which prior written approval has not been issued by the City Purchasing Agent, will be subject to immediate rejection at the discretion of the City.
- 16.4.0 Any Bid/Proposal that omits any required term, condition or form, will be subject to immediate rejection at the discretion of the City, regardless if the omission is intentional or accidental.

17.0 LABOR AND MATERIALS:

- 17.1.0 Unless otherwise provided in these solicitation documents, the contractor shall provide and pay for all facilities, labor, services, materials, packaging, shipping and mailing, tools, parts, equipment, transportation, maintenance and repairs, and anything else necessary and incidental to properly perform all of the work required under this contract.
- 17.2.0 The City will NOT pay any monies toward the provision or operation of this service, except for work which is specified in this solicitation, authorized by the City, and invoiced at the unit and/or lump sum bid/proposal price as applicable.

18.0 ENTIRE CONTRACT AGREEMENT:

- 18.1.0 This Contract Agreement, which includes this Solicitation, all Addenda issued thereto, the vendor's Bid/Proposal and amendments thereto as accepted by the City of Baltimore, and all Contract Closing Documents as may be issued by the City following award, constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or

agreements not expressly set forth and agreed to herein as part of this Contract Agreement.

19.0 NO WAIVER/ CUMULATIVE REMEDIES:

19.1.0 Failure by the City to exercise and no delay in exercising any right, power or privilege as provided to the City of Baltimore hereunder in this solicitation or as otherwise granted by law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege as provided hereunder in this solicitation or as otherwise granted by law preclude any other or further exercise thereof by the City of Baltimore or the exercise of any other right, power or privilege granted to the City of Baltimore by law.

# DETAILED SPECIFICATIONS

## SCOPE:

Provide for a full range of canine veterinarian services on an as-needed basis including all labor, facilities, materials, medications, etc. necessary and incidental to care for Baltimore City Police K-9 Dogs as further described herein.

## GENERAL REQUIREMENTS:

1. Contractor shall provide Primary and Back-up licensed Doctors of Veterinarian Medicine in the State of Maryland to provide all veterinary medical services, including but not limited to providing:
  - a. Quality licensed veterinarian services to more than 30 Baltimore City Police Dogs, currently at 33 canines.
  - b. "Annual" and "Pre-Hire" physicals per bid price, to include, but not limited to, all vaccinations (DA2PP, corona, kennel cough, lyme); heartworm exam (antigen test); fecal exam; and monthly medication for heartworm, flees and ticks at no additional cost.
  - c. Basic office visits on as-needed basis per bid price.
  - d. Off-hour meetings with police officers when appropriate, and home visits in emergency or otherwise when appropriate, which may be billed as a basic office visit.
  - e. Experienced veterinarians in caring for police K-9 dogs.
  - f. Boarding on as-needed basis per bid price.
  - g. Hospitalization on as-needed basis per bid price.
  - h. Surgery/Anesthesia and X-Ray Services on-site on as-needed basis, to include but not limited to removal of sutures and bandage changes as required.
  - i. Outside laboratory testing as needed.
  - j. Outside specialists as needed.
  - k. Emergency services as needed on a 24 hour per day, 7 days per week basis.
  - l. Home phone number for emergency consultation, 24 hours per day, 7 days per week.
  - m. Licensed Alternate Veterinarian as back-up in the event Contractor will not be available.
  - n. Any and all other veterinarian services as needed from time to time.

## CHARGES FOR SERVICE:

1. The Offeror will enter and submit unit charges for specific services as indicated on page 26.
2. All other charges will be billed in accordance with the Offeror's List of Usual & Customary Fees.
3. Attach a copy of Offeror's List of Usual & Customary Fees.
4. The Offeror will invoice the Police Department monthly.

## MINIMUM CONTRACTOR QUALIFICATIONS:

1. Veterinary Firm must be licensed to do business in the State of Maryland for minimum of 10 years, and providing Police K-9 service for minimum of 5 years. Submit a copy of license.
2. Primary Doctor of Veterinarian Medicine must be licensed to practice in the State of Maryland. Submit a copy of license(s).
3. Must have demonstrated experience caring for police trained canines.

The Police Department requests and desires the Offeror to:

1. Attend graduation and other official ceremonies.
2. Provide some services at no charge where possible.
3. Assist the Police Department in raising funds or donations for:
  - a. Medicine, training, replacement dogs, medical services, etc. in an effort to help reduce or off-set costs to the Department.



**BP-03146**

**BID/PROPOSAL TO PROVIDE  
VETERINARIAN SERVICES  
FOR THE  
CITY OF BALTIMORE**

**DUE DATE: MARCH 26, 2003.**

**TO THE BOARD OF ESTIMATES OF BALTIMORE CITY:**

**PROPOSAL SUBMITTED BY:**

**NAME OF FIRM:** \_\_\_\_\_.

**ADDRESS:** \_\_\_\_\_.

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_.

**E-MAIL ADDRESS:** \_\_\_\_\_.

**CONTACT PERSON:** \_\_\_\_\_.

**CONTACT PERSON'S TITLE:** \_\_\_\_\_.

\_\_\_\_\_  
**(SIGNATURE OF AUTHORIZED REPRESENTATIVE OF FIRM) (DATE)**  
**(ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED IN BLUE INK.)**

\_\_\_\_\_  
**(TITLE OF AUTHORIZED REPRESENTATIVE OF FIRM)**

**(SUBMIT ALL PROPOSAL RESPONSES BEGINNING ON PAGE 24 AND ALL FORMS  
FOLLOWING THEREAFTER.**

**B-1**

## **BALTIMORE RECYCLES**

**It is the policy of the City of Baltimore to purchase and use recycled and recyclable products whenever practicable. Potential bidders are encouraged to suggest innovative products to further this policy.**

**If this bid solicitation specifies a minimum recycled content, any bid failing to meet the specifications may be considered non-responsive.**

**All Bids/Proposals and reports shall be submitted on recycled and recyclable paper printed on both sides, where practicable, with removable or reusable bindings or staples. Products delivered to the City must be packaged in recycled and recyclable materials, when practicable.**

**Pre-consumer material is waste generated during production which cannot be returned to the same production process, nor used by another company to make a product similar to the original product, and includes all wastes generated during the intermediate steps in producing and end product by succeeding companies.**

**Post-consumer material means only those products generated by a business or a consumer, which have served their intended end uses and which have been separated or diverted from waste; wastes generated during the production of an end product are excluded.**

PRICE PROPOSAL

BP-03146

PROPOSAL OF: \_\_\_\_\_.

ADDRESS: \_\_\_\_\_ ZIP: \_\_\_\_\_.

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_.

PROPOSALS DUE:  MARCH 26, 2003  CONTRACT BP-03126

BID/PROPOSAL TO PROVIDE VETERINARIAN SERVICES TO THE BALTIMORE CITY POLICE DEPARTMENT

TO THE BOARD OF ESTIMATES OF BALTIMORE:

GENTLEMEN:

The undersigned agree to provide all labor, materials, services, etc., necessary and incidental to provide VETERINARIAN SERVICES as described herein and at the following proposed unit prices:

ITEM#

1. \$ \_\_\_\_\_ PER "ANNUAL" & "PRE-HIRE" PHYSICAL (X)  
AN ESTIMATED 33 PHYSICALS PER YEAR (=) \$ \_\_\_\_\_.
2. \$ \_\_\_\_\_ PER BASIC OFFICE VISIT (X) AN ESTIMATED  
200 VISITS PER YEAR (=) ----- \$ \_\_\_\_\_.
3. \$ \_\_\_\_\_ PER DAY FOR BOARDING (X) AN ESTIMATED  
400 DAYS PER YEAR (=) ----- \$ \_\_\_\_\_.
4. \$ \_\_\_\_\_ PER DAY FOR HOSPITALIZATION (X) AN  
ESTIMATED 100 DAYS PER YEAR (=) -- ---- \$ \_\_\_\_\_.
5. ALL OTHER CHARGES, EXCEPT AS NOTED ABOVE AND  
BELOW, WILL BE BILLED AT A DISCOUNT OF \_\_\_\_\_% OFF  
OF THE USUAL & CUSTOMARY FEE (AS ATTACHED),  
ESTIMATED FOR THE PURPOSE OF BIDDING TO BE AT \$ 25,000.00.

TOTAL LUMB SUM PRICE (SUM OF ITEMS 1 THRU 5) = \$ \_\_\_\_\_.

(ONE YEAR)  
(BASIS OF AWARD)

B-2

**NOTE:**

1. Above unit charges do not include cost for medication which will be billed according to the specific medication required, except for heartworm, flea and tick medications which are included in Item No. 1, and will be dispensed at no additional cost to the Police Department.
  2. Costs for Item No. 2 – Basic Office Visit – shall, if charged, be included and made a part of the unit prices for Items 1, 3 and 4. The City will not pay a charge for Item No. 2 plus another item.
- Surgery/Anesthesia shall be billed at 50% of the Usual & Customary Fees, unless special circumstances indicate a higher fee is justified, which must be approved by the BCPD.
3. Suture removal and bandage changing shall be provided at no additional charge.
  4. Laboratory and specialists services will be determined on a case-by-case basis.
  5. Other charges shall be invoiced per Bid Item

**F.O.B. DESTINATION**

**TERMS: NET 30** \_\_\_\_\_  
(Unless otherwise stated by proposer)

(Affix Corp  
Seal Here)

\_\_\_\_\_  
(SIGNATURE OF PROPOSER'S AUTHORIZED AGENT) (DATE)  
(ORIGINAL MUST BE SIGNED IN BLUE INK.)

**B-3**

**CERTIFICATE OF INSURANCE COVERAGE**

CONTRACT: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NO.: \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY				
\$1,000,000 COMBINED SINLGL LIMIT				
\$3,000,000 AGGREGATE				
PROFESSIONAL LIABILITY INCLUDING				
VETERNARY MEDICAL MALPRACTICE				
\$5,000,000 COMBINED SINGLE LIMIT				
CARE, CUSTODY & CONTROL INSURANCE				
NOT LESS THAN \$50,000 PER ANIMAL.				
COMMERCIAL AUTOMOBILE LIABILITY				
\$1,000,000				
WORKMAN'S COMPENSATION	MINIMUM STATUTORY			
( ) LIMITS ON ABOVE POLICY WILL BE INCREASED ( ) ABOVE POLICY NOW IN EFFECT				
( ) POLICY WILL BE OBTAINED/ISSUED				

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

1. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
2. The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the City.
3. The insurance company is prohibited from pleading government function in the absence of any specific written authority by the City.
4. The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

The City is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The City bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the City. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

\_\_\_\_\_  
(AUTHORIZED AGENT'S SIGNATURE)

\_\_\_\_\_  
(DATE)

**B-4**

**INSURANCE:**

The successful bidder will be required to provide insurance coverage as shown on Page 3, Section XI of General Conditions of Bid and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

1. Complete form "CERTIFICATION OF INSURANCE COVERAGE" or
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:
  - a. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
  - b. The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the City.
  - c. The insurance company is prohibited from pleading government function in the absence of any specified written authority from the City.
  - d. The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the bid is submitted, may result in rejection of your bid as being non-responsive.

## QUESTIONNAIRE

1. Briefly define your firm's experience as a General Veterinary Provider (Minimum of 10 years).
2. Describe your specific experience caring for Police K-9 Dogs (Minimum of 5 years).
3. Give the exact street location of your firm.
4. Describe your ability and commitment to provide emergency service 24 hours per day as well as other services required herein.
5. Describe any services your are willing to provide at no cost the City of Baltimore or the Police Department and/or where you will commit to assist the Police Department to raise funds or other in-kind donations that will/may reduce costs.
6. Attach a copy of your Usual & Customary Fees Schedule.
7. Attach a copy of your Firm's license to operate in Maryland.
8. Attach a copy of the Prime Veterinarian's license to practice veterinary medical services in Maryland.

**B-6**

**AFFIDAVIT  
REGARDING OUTSTANDING DEBT TO THE CITY**

RE: CONTRACT NO. BP-03146– Veterinary Medical Services

TO: HONORABLE BOARD OF ESTIMATES  
FOR THE CITY OF BALTIMORE

NAME OF CONTRACTOR: \_\_\_\_\_.

ADDRESS OF CONTRACTOR: \_\_\_\_\_.

CONTRACTOR'S REPRESENTATIVE: \_\_\_\_\_.  
(Print or type person's name)

CONTRACTOR'S TELEPHONE NO.: \_\_\_\_\_.

THE UNDERSIGNED, BEING AN AUTHORIZED REPRESENTATIVE OF THE ABOVE STATED CONTRACTOR,  
HEREBY AFFIRMS THAT THE ABOVE STATED CONTRACTOR DOES NOT HAVE ANY PAST DUE OUTSTANDING  
DEBT TO THE CITY OF BALTIMORE.

(Affix Corp Seal)

\_\_\_\_\_  
(Print or type name of authorized representative - same as above)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Date)

WITNESS: \_\_\_\_\_.  
(Print full name)

WITNESS: \_\_\_\_\_.  
(Full Signature) (Date)

**B-7**



AFFIDAVIT OF AGREEMENT  
ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE, 2000 EDITION)

RE: CONTRACT NO. BP-03146 – VETERINARY MEDICAL SERVICES

TO: MINIMUM WAGE COMMISSION  
4 SO. FREDERICK STREET  
BALTIMORE, MARYLAND 21202

NAME OF CONTRACTOR: \_\_\_\_\_.

ADDRESS OF CONTRACTOR: \_\_\_\_\_.

CONTRACTOR'S REPRESENTATIVE: \_\_\_\_\_.

(Print or type person's name)

CONTRACTOR'S TELEPHONE NO.: \_\_\_\_\_.

THE UNDERSIGNED, BEING AN AUTHORIZED REPRESENTATIVE OF THE ABOVE STATED CONTRACTOR, HEREBY AFFIRMS OUR COMMITMENT TO COMPLY WITH ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE, 2000 EDITION AND TO FILE ALL REQUIRED PAYROLL REPORTS WITH REGARD TO THE ABOVE STATED CONTRACT.

THE CONTRACTOR AGREES TO PAY ITS EMPLOYEES AT LEAST THE MINIMUM WAGE RATE IN EFFECT AT THE TIME SERVICE IS PROVIDED, AND TO ENSURE THAT IT SUB-CONTRACTORS ALSO PAY THE REQUIRED MINIMUM WAGE RATE. THE MINIMUM WAGE RATE IN EFFECT AT THE TIME OF BID SHALL REMAIN IN EFFECT THROUGHOUT THE LIFE OF THE CONTRACT, INCLUDING EXTENSIONS THEREOF. IF INCREASES ARE APPROVED BY THE BOARD OF ESTIMATES IN ACCORDANCE WITH THE TERMS OF ARTICLE 5, SUBTITLE 26 OF THE BALTIMORE CITY CODE, 2000 EDITION, THEY SHALL APPLY TO THIS CONTRACT.

(Affix Corp Seal)

\_\_\_\_\_  
(Print or type name of authorized representative - same as above)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Date)

WITNESS: \_\_\_\_\_.

(Print full name)

WITNESS: \_\_\_\_\_.

(Full Signature)

(Date)

B-8

AFFIDAVIT OF AGREEMENT  
ARTICLE 1 - SECTION 11, BALTIMORE CITY CODE  
(WORKER BENEFITS PLAN)

RE: CONTRACT NO. BP03146 VETERINARY MEDICAL SERVICES

TO: MINIMUM WAGE COMMISSION  
4 SO. FREDERICK STREET  
BALTIMORE, MARYLAND 21202

NAME OF CONTRACTOR: \_\_\_\_\_.

ADDRESS OF CONTRACTOR: \_\_\_\_\_.

CONTRACTOR'S REPRESENTATIVE: \_\_\_\_\_.  
(Print or type person's name)

CONTRACTOR'S TELEPHONE NO.: \_\_\_\_\_.

THE UNDERSIGNED, BEING AN AUTHORIZED REPRESENTATIVE OF THE ABOVE STATED CONTRACTOR, HEREBY AFFIRMS OUR COMMITMENT TO COMPLY WITH ARTICLE 1 - SECTION 11, BALTIMORE CITY CODE WHICH REQUIRES THE CONTRACTOR TO PROVIDE A "WORKER SPONSORED BENEFIT PLAN" WHEN AUTHORIZED IN WRITING BY THE EMPLOYEE, WHENEVER BENEFITS ARE NOT PROVIDED AND PAID DIRECTLY BY THE CONTRACTOR.

(Affix Corp Seal)

\_\_\_\_\_  
(Print or type name of authorized representative - same as above)

\_\_\_\_\_  
(Signature of authorized representative) (Date)

WITNESS: \_\_\_\_\_  
(Print full name)

WITNESS: \_\_\_\_\_  
(Full Signature) (Date)

B-9

**PRE-BID/PROPOSAL SUBMISSION CHECK LIST**

**BEFORE SEALING AND SUBMITTING YOUR BID/PROPOSAL, BE SURE TO DOUBLE-CHECK THE FOLLOWING ITEMS AND CHECK THEM OFF WHEN COMPLETED. FAILURE TO DO ANY OF THE FOLLOWING MAY RESULT IN REJECTION OF YOUR BID/PROPOSAL. THE FOLLOWING LIST IS ONLY INTENDED TO BE A GUIDE AND IS NOT INTENDED TO BE ALL-INCLUSIVE AS THERE MAY BE OTHER DOCUMENTS OR REQUIREMENTS INCLUDED IN THIS BID/PROPOSAL RFP SOLICITATION THAT ARE NOT LISTED BELOW.**

**YOU MUST:**

- 1. CAREFULLY READ TO FULLY COMPREHEND THE ENTIRE BID/PROPOSAL DOCUMENT.**
- 2. SUBMIT ANY QUESTIONS BY THE CUT-OFF DATE STIPULATED IN THE SOLICITATION.**
- 3. MAKE NOTE OF ANY CHANGES ISSUED THROUGH ADDENDA (IF ANY).**
- 4. NOTE THE BID/PROPOSAL DUE DATE AND ANY CHANGES THERETO.**
- 5. FULLY COMPLETE, EXECUTE, SIGN, AND HAVE WITNESSED ALL BID/PROPOSAL DOCUMENTS THAT ARE INCLUDED IN THIS BID/PROPOSAL SOLICITATION. THIS MAY INCLUDE BUT IS NOT LIMITED TO:**
  - a. BID PROPOSAL COVER SHEET.**
  - b. PRICE PROPOSAL.**
  - c. RESPONSES TO QUESTIONNAIRE.**
  - d. CERTIFICATE OF INSURANCE.**
  - e. PREVAILING WAGE AFFIDAVIT.**
  - f. WORKER SPONSORED BENEFITS AFFIDAVIT.**
  - g. OUTSTANDING DEBT AFFIDAVIT.**
  - h. PROPOSER'S REPRESENTATION.**
  - i. AFFIDAVIT SIGNATURE PAGE(S)**
  - j. BID GUARANTEE/DEPOSIT INFORMATION SHEET**
- 6. AFFIX YOUR "CORPORATE SEAL" TO ALL DOCUMENTS WHERE REQUIRED.**
- 7. EXECUTE THE MBE/WBE PACKAGE AND MAKE REQUIRED NUMBER OF COPIES CONSISTING OF:**
  - a. FULLY COMPLETED, SIGNED, AND WITNESSED FORMS.**
  - b. YOU AND YOUR SUB-CONTRACTOR SIGNING ALL FORMS WHERE REQUIRED (EG: LETTERS OF INTENT, ETC.)**
  - c. CORRECT DOLLAR AMOUNTS AND/OR PERCENTAGES INSERTED WHERE REQUIRED**

- d. AFFIXING CORPORATE SEAL WHERE REQUIRED
  - e. HAVING NOTORIZED WHERE REQUIRED
- 
- 8. EXECUTE THE “FIRST SOURCE HIRING PACKAGE” AND MAKE REQUIRED COPIES.
  - 9. PROVIDE ONE COMPLETE “ORIGINAL” PROPOSAL DOCUMENT.
  - 10. PROVIDE THE REQUIRED NUMBER OF COMPLETE “DUPLICATE” PROPOSAL DOCUMENTS.
  - 11. ATTACH THE REQUIRED BID BOND/GUARANTEE IN THE CORRECT AMOUNT USING THE CORRECT INSTRUMENT.
  - 12. CALCULATE THE COST OF THE “PERFORMANCE BOND” INTO YOUR PRICE (IF A PERFORMANCE BOND IS REQUIRED) AND CHECK TO BE SURE YOU CAN OBTAIN THE BOND IN THE EVENT YOU ARE AWARDED THE CONTRACT.
  - 13. MAKE CERTAIN THAT YOUR PRICE INCLUDES THE PREVAILING WAGE REQUIREMENTS SET FORTH HEREIN.

FAILURE TO DO ANY OF THE ABOVE MAY RESULT IN REJECTION OF YOUR BID/PROPOSAL!!!

**B-11**

# PROPOSER'S REPRESENTATION

1. Each Proposer, by submission of his proposal, represents that:
  - 1.1. He has read and understands the Solicitation documents and his Bid is made in accordance therewith.
  - 1.2. He has visited the City's facility and/or has otherwise familiarized himself with the local conditions under which the Work is to be performed.
  - 1.3. His Proposal is based upon the specifications and requirements as described in the Solicitation Documents.
  - 1.4. He declares that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this proposal or in the contract or contracts proposed to be awarded, is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same Work.

Name of Firm: \_\_\_\_\_.  
(Type or print)

Name of Firm's Representative: \_\_\_\_\_.  
(Type or print)

Representative's Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

ADDRESS \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

If awarded a contract, the Bidder/Offeror will provide supplies, equipment, and/or services to the City of Baltimore in accordance with the General, Special Conditions, Specifications and other documents of this solicitation in the Bid/Offer on the preceding pages of the solicitation.

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_  
(Print Signer's Name) (Print Office Held)  
of the above named Bidder/Offeror do solemnly declare and affirm under the penalties or perjury this \_\_\_\_\_ day of \_\_\_\_\_, that I hold the aforementioned Office in the above Bidder/Offeror and  
(Month) (Year)

that the below affidavits and attachments hereto are true and correct to the best of my knowledge, information and belief.

**AFFIDAVIT I**

This is to certify that the Bidder/Offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

**AFFIDAVIT II**

This is to certify that the Bidder/Offeror or any person in his behalf, complies fully with all provisions of Article 4, Section 3-1 of the Baltimore City Code 2000 regarding unlawful employment practices, as set forth on the reverse side of this page.

**AFFIDAVIT III**

This affidavit is to determine whether any of the following persons has been found civilly or criminally liable, convicted of bribery, attempted bribery, or conspiracy to bribe or antitrust violations under the law of any State or the Federal Government. If so, state the following on an attached page, whether it is

- (i) The person submitting the affidavit;
- (ii) An Officer, Director or Partner of the company;
- (iii) An employee of the person/company who is directly involved in obtaining contracts with a public body; and/or
- (iv) Any person directly or indirectly furnishing any portion of this contract having been or being debarred or suspended.

For purposes of this affidavit, "person" is defined as an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation or other entity consisting of or acting on behalf of the Bidder/Offeror. This includes acts or omissions committed after June 30, 1977; all pursuant to Title 16, Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**AFFIDAVIT IV**

This affidavit is to determine whether or any of the following has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses under the laws of any State or the Federal Government. If so, state the following on an attached page, whether it is:

- (i) The person submitting the affidavit,
- (ii) An Officer, Director or Partner of the company, and/or
- (iii) an employee of the person who is directly involved in obtaining contracts with a public body.

"Person" is defined as stated in Affidavit III. This is to include acts committed after June 30, 1979: City Code, Article I, Section 178 (1976 Ed., 1979 Supp.).

**AFFIDAVIT V**

This is to certify that the Bidder/Offeror or any person on his behalf complies fully with the work capacity-rating limit set by the Contractor's Qualification Committee of the City of Baltimore.

**AFFIDAVIT VI**

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the Specifications, including the General, Special Conditions and the Bid Documents.

**AFFIDAVIT VII**

This is to certify that the Bidder/Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described in Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of contractor debarment.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGN  
HERE

(COMPANY SEAL)

\_\_\_\_\_  
NAME AND TITLE OF SIGNER

**B-13**

## UNLAWFUL EMPLOYMENT PRACTICES

Except where a particular occupation or position reasonably requires, as an essential qualification thereof, the employment of a person or persons of a particular race, color, religion, national origin, ancestry or sex and such qualification is not adopted as a means of circumventing the purpose of this subtitle, it shall be an unlawful practice.

- (1) For any employer to discriminate against an individual with respect to hire, tenure, promotion, terms, conditions or privileges of employment or any matter directly or indirectly related to employment;
- (2) For any employer, employment agency or labor organization to practice discrimination by denying or limiting through a quota system or otherwise, employment or membership opportunities to any group or individual;
- (3) For an employer, employment agency or labor organization prior to employment or admission to membership to;
  - (i) Make any inquiry concerning, or record, the race, color, religion, national origin or ancestry of any applicant for employment or membership except when authorized by the Commission;
  - (ii) Use any form of application for employment of personnel or membership blank containing questions or entries regarding race, color, religion, national origin or ancestry except when authorized or ordered by the Commission;
  - (iii) Cause to be printed, published or circulated any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon race, color, religion, national origin, ancestry or sex.
4. For any employment agency to practice discrimination by failing or refusing to classify an individual or to refer him for employment;
5. For any labor organization to discriminate against any individual by limiting, segregating or classifying its membership in any way which would deprive or tend to deprive such individual of employment opportunities or would limit his employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment or would affect adversely his wages, hours or employment conditions;
6. For any employer, employment agency or labor organization to penalize or discriminate in any manner against any individual because he has opposed any practice forbidden by this subtitle or because he has made a complaint, testified, or assisted in any manner in any investigation, proceeding or hearing hereunder;
7. For any labor organization or employers' association established for the purpose of training apprentice candidates, acting individually or jointly, to discriminate against any person with respect to admission or membership, or with respect to terms, conditions or employment or training, placement or any other benefit; and/or.
8. For any employer, employment agency, or labor organization to discriminate against any individual because he has sought psychiatric help.

## ASSURANCE OF NON-SEGREGATED FACILITIES

The Bidder/Offeree assures the City of Baltimore and the U. S. Department of Labor that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder/Offeree understands that the phrase "segregated facilities" includes facilities, which are, in fact, segregated on the basis of race, color, sex, or national origin because of habit, local custom, or for any other reason. The Bidder/Offeree also understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities exist is a violation of the requirements appearing in Executive Order 11246 as amended by Executive Order 11375.

The Bidder/Offeree further understands and agrees that a breach of this agreement subjects him to the provisions of the rules and regulations issued by the Office of Federal Contract Compliance dated May 21, 1968, and the provisions of the Equal Opportunity Clause incorporated in the contract between Bidder/Offeree and the City of Baltimore. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 USC, Item 1001.

**IN ACCORDANCE WITH PRESIDENTIAL EXECUTIVE ORDER NUMBER 10936 DATED APRIL 24, 1961, IN REGARDS TO IDENTICAL BIDS, ALL BIDDERS MUST STATE THEIR FEDERAL SOCIAL SECURITY IDENTIFICATION NUMBER USED ON THE EMPLOYER'S QUARTERLY FEDERAL TAX RETURNS, U. S. TREASURY DEPARTMENT FORM 941:**

**NO.:**\_\_\_\_\_

**B-15**



